

EXHIBIT A
Scope of Work
for the
City of Weslaco
Waterline Improvement and Street Rehabilitation Project

Half Associates, Inc. will provide survey, design, bidding, and construction administration services for the City of Weslaco Waterline and Street Rehabilitation Project in accordance with the following Work Plan:

Task A	Replace 12" waterline on First Street from alley between Texas Blvd. and Kansas Street to Garza Ave.; thence 6" waterline from Garza to an Alley just east of Cantu; Provide a pavement re-surfacing of 1 st Street	1800 LF
Task B	Install 6" waterline along alley between First Street & Los Torritos Street between Calle de Republica and Calle de Libertad	1300 LF
Task C	Install 6" waterline along alley between Molby and 2 nd Street and between Zamora and Bridge Avenue	600 LF
Task D	Install 6" waterline along alley between Molby and 2 nd Street and between Zamora and Guerra	600 LF
Task E	Install 6" waterline along alley between Guerra Street and Paseo Del Norte from 2 nd Street to Molby Street	500 LF

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

Attachment I
L&G Engineering Laboratory
City of Weslaco, Urban County FY 2006 Project
Prepared for the City of Weslaco

In-Situ Soils Testing-Laboratory-Subgrade					
Tech Time	6	Hrs.	\$36.00	\$216.00	quantity based
Trip Charge	45	Mi	\$0.50	\$22.50	on 3 trips to
Proctor	3	Ea.	\$155.00	\$465.00	pick up material
Atterberg	3	Ea.	\$60.00	\$180.00	for proctor
Report	6	Ea.	\$16.00	\$96.00	atterberg limits
Admin, Review (10%)	1	LS		\$97.95	for trench
				<u>\$1,077.45</u>	backfill
In-Situ Soils Testing-Field- Trench Backfill					
Tech Time	36	Hrs.	\$36.00	\$1,296.00	
Trip Charge	270	Mi	\$0.50	\$135.00	based on 18 trips to
Compact. Test	72	Ea.	\$18.00	\$1,296.00	perform density
Report	18	Ea.	\$16.00	\$288.00	testing of in-situ
Admin, Review (10%)	1	LS		\$301.50	trench
				<u>\$3,316.50</u>	backfill
Base Material Testing-Laboratory					
Tech Time	4	Hrs.	\$36.00	\$144.00	
Trip Charge	30	Mi	\$0.50	\$15.00	based on 2 trips
Proctor	2	Ea.	\$155.00	\$310.00	to pick up 2 base
Atterberg Limits	2	Ea.	\$60.00	\$120.00	material
Report	4	Ea.	\$16.00	\$64.00	samples
Admin, Review (10%)	1	LS		\$65.30	Moisture
				<u>\$718.30</u>	Density Determ.
Base Material Testing-Field Density					
Tech Time	12	Hrs.	\$36.00	\$432.00	based on 6 trips
Trip Charge	90	Mi	\$0.50	\$45.00	to perform
Compact. Test	18	Ea.	\$18.00	\$324.00	field density
Report	6	Ea.	\$16.00	\$96.00	testing--
Admin, Review (10%)	1	LS		\$89.70	4 tests per
				<u>\$986.70</u>	trip
Hot Mix Asphalt Testing					
Tech Time	3	Hrs.	\$42.00	\$126.00	
Trip Charge	30	Mi	\$0.50	\$15.00	
Asph Roll Patterns	2	Ea.	\$30.00	\$60.00	
Asph Grad & % Asph	2	Ea.	\$175.00	\$350.00	
Lab Density	2	Ea.	\$55.00	\$110.00	
Report	2	Ea.	\$16.00	\$32.00	
Admin, Review (10%)	1	LS		\$69.30	
			Sub.	<u>\$762.30</u>	

Estimated Construction Materials Testing Fee **\$6,861.25**

**Construction Material Testing
Geotechnical Engineering**

December 1, 2006
Proposal No. PL06023

City of Weslaco
Attn: Ms. Sylvia Martinez,
Community Development Coordinator
255 South Kansas Avenue
Weslaco, Texas 78596

**RE: Proposal for Construction Material Testing Services
City of Weslaco/Urban County Water Line and Street Rehabilitation Project**

Dear Ms. Martinez,

L&G Engineering Laboratory is pleased to submit this proposal for Construction Material Testing Services for the proposed **FY 2006 City of Weslaco / Urban County Water Line & Street Rehabilitation Project**.

PROJECT DESCRIPTION

The proposed project includes the replacement, installation of water lines at various locations within the City of Weslaco, and the pavement re-surfacing of 1st Street. (See Attachment "A", Halff Associates)

SCOPE OF WORK

Perform Field and Laboratory Construction Materials Testing as requested by the Client. Testing is to be performed in accordance with industry standards.

PROJECT REQUIREMENTS

The tests identified in Attachment I of this cost proposal will constitute the Field and Construction Materials Testing Services provided to the Client. These testing qualities are based on the Scope of Work prepared by Halff Associates (Attachment "A")

REPORTS

The results of field and laboratory testing will be forwarded to the designated recipient(s) as the data becomes available or by request. The final report will be produced and delivered by regular mail to the Client and all/other **client designated recipients**.

COST

Included herein as "Attachment I", is our cost proposal giving the testing item, a brief description and the unit fee for that item. The scope and quantity of services will be dependent upon services actually required by you and/or your representatives.

ACCEPTANCE

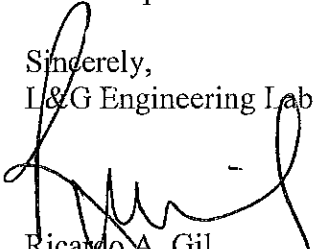
L&G Engineering Laboratory appreciates the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out accordance with this letter and the following attachments:

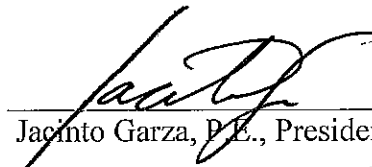
<u>Attachment</u>	<u>Description</u>
I	Cost Proposal
II	Standard Terms and Conditions

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

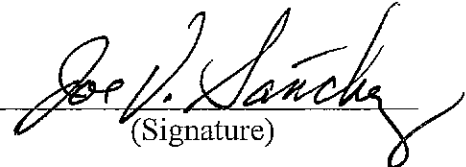
L&G considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Sincerely,
L&G Engineering Laboratory, LLC


Ricardo A. Gil
Laboratory Manager



Jacinto Garza, P.E., President, CEO
12-4-06
Date

Accepted By 

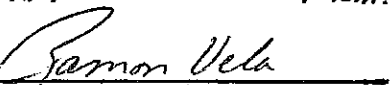
(Signature)
Joe V. Sanchez

(Typed or Printed Name)

Mayor

(Title)
Date: 12-20-06

ATTEST: Armanda C. Elizondo
Armanda C. Elizondo

Approved AS TO FORM:


Ramon Vela

ATTACHMENT II

L&G ENGINEERING LABORATORY

STANDARD TERMS AND CONDITIONS

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.
12. L&G's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon L&G, other than for professional errors and omissions, will be limited to L&G's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, L&G's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.
13. CLIENT will indemnify L&G against any claims or costs which exceed the limitation on L&G's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to

terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

15. Venue is in Hidalgo County.

City of Weslaco

"The City on the Grow"



JOE V. SÁNCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

CERTIFICATE

I, Janie V. Balli, Assistant City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of December 19, 2006 approved the following items:

- 1) Agreement with L&G Engineering for Construction Material Testing Services for the City of Weslaco/Urban County Water Line Rehabilitation Project for a cost of \$6,861.25 utilizing Urban County Program Year 19 (2006) funds.
- 2) The Professional Services Agreement between the City of Weslaco, Half Associates and the Hidalgo County/Urban County Program for disbursements of the Urban County funding in connection with the Waterline Improvements and Street Rehabilitation Project.

I certify that such action of the Weslaco City Commission is recorded in Volume 43 of the Weslaco Minute Book.

DATED this 2nd day of January, 2007.

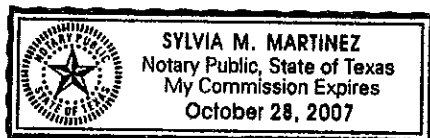
CITY OF WESLACO

Handwritten signature of Janie V. Balli in cursive.

Janie V. Balli
Assistant City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 2nd day of January, 2007 that the above facts are true and correct to the best of her knowledge.

Handwritten signature of Sylvia M. Martinez in cursive.

Sylvia M. Martinez, Notary Public
My Commission expires: 10/28/07

STATE OF TEXAS COUNTY OF HIDALGO

City of Weslaco

"The City on the Grow"



JOE V. SÁNCHEZ, Mayor
JOHN F. CUELLAR, Mayor Pro-Tem
HECTOR "BUDDY" DE LA ROSA, Commissioner
SOYLA R. GONZALEZ, Commissioner
ADRIAN GONZALEZ, Commissioner

ANTHONY COVACEVICH, City Manager

December 27, 2006

Mr. Ricardo A. Gil
Laboratory Manager
L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes, Texas 78570

Dear Mr. Gil:

At their regular meeting of December 19, 2006, the Weslaco City Commission approved the agreement between the City of Weslaco and L&G Engineering for Construction Material Testing Services for the City of Weslaco/Urban County Water Line Rehabilitation Project, for a cost of \$6,861.25 utilizing Urban County Program Year 19 (2006) funds.

Enclosed is a copy of the agreement executed by Mayor Joe V. Sanchez for your files. We have retained the original copy for the city's file.

Should you have any questions, please call me at (956) 968-3181, Ext. 3101.

Sincerely,

Janie V. Balli
Assistant City Secretary

JVB:mv

Enclosure

cc: Bernard Rodriguez, Urban Development Director
Sylvia Martinez, Community Development Coordinator

City of Weslaco
Professional Testing Services
Waterline Improvements
FY 18
Grading-Ranking Grid

CRITERIA	Raba-Kistner Consultants, Inc.			L & G Engineering Laboratory, LLC			Millennium Engineering Group		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Experience	52	45		49	51		47	41	
Work Performance	24	22		22	23		21	19	
Capacity to Perform	15	13		14	13		14	12	
Affirmative Action	5	5		5	5		5	5	
TOTALS	96	85		90	92		87	77	
AVERAGES	90.5%	90.5%		91%	91%		82%	82%	
RANKING	2	2		1	1		3	3	